

Interest of Officers and Employees," to the same extent as if TCCC were a government agency.

3.18. Open Meetings. TCCC agrees to abide by and to conduct its business in compliance with A.R.S. Title 38, Article 3.1, "Public Meetings and Proceedings," to the same extent as if TCCC were a government agency.

3.19 Purchasing. TCCC will develop and implement policies and procedures for purchasing goods and services that insure that there will be announced, documented, competitive bidding for such contracts in excess of \$5,000.00 so that the potential effectiveness, as well as cost factors, are considered by TCCC in the selection of said goods and services. TCCC will advertise such requirements in a newspaper of general circulation in the Tucson metropolitan area. TCCC will make purchases under \$5,000 in accordance with established City purchasing practices by obtaining, wherever practicable, informal written competitive bids from a representative group of suppliers. These smaller requirements need not be officially published. The bid process shall conform with the procedures used in the Tucson Code.

3.20 Accountability. TCCC will safeguard and account for personal property purchased with City funds, if any, and maintain property records on forms provided by the City for said property. A physical inventory shall be taken annually. Upon dissolution of TCCC, all nonexpendable property acquired with City funds shall revert to the City. Nonexpendable property is defined as that having a cost value of

\$100.00 or more and a loss or damage than one year, and includes the recovering of like items with an aggregate value of \$100.00 or more.

3.21 Reporting of thefts. TCCC will report thefts of property to the Tucson Police Department and to Cox as soon as possible, and provide a copy of the police report with case numbers to the City. Reports of recovered items, losses, and destroyed (damaged beyond repair) property shall include a full explanation of the circumstances of the loss.

3.22 No other agency. TCCC is not, nor shall it be deemed to be, or hold itself out to be, a department or operating agency of the City or of Cox.

3.23 Sources of funds. The costs of operating any public access activities, facilities, channels and equipment which are not (a) specifically provided for in this Agreement, or (b) provided voluntarily by Cox, shall be paid by TCCC out of funding obtained from the City or from other sources.

3.24 Endorsement Authority. TCCC may seek financial participation agreements with other governments and government agencies, grants, donations, memberships, sponsorships and other sources of funding as may become available from time to time. Such funding shall not directly or indirectly be linked to or conditioned upon the production of cablecasting of any particular public access program or of programming by any particular public access user; provided, however, that a grantor or funds may designate the subject(s) of programming to be produced within those funds, but

shall not have any control over the content of, or the selection of the persons who participate in the production of, the programming produced by those funds. TCCC may periodically cablecast announcements crediting grantors, but such announcements shall not identify a grantor with a specific public access program. TCCC shall deposit these additional funds in a separate account for use in carrying out TCCC's duties and responsibilities as set forth in this Agreement.

3.25 Annual Budget. In any year in which TCCC seeks funding from the City, TCCC will submit to the City and to Cox the budget detailing the projected expenditures of all funds available to the TCCC (including but not limited to funding provided by Cox under this Agreement, allowable user charges, funding from outside sources, and the funding being requested from the City) in accordance with the City's annual budget calendar which will be provided in writing to the Corporation by the City Department of Budget and Research. The budget format will conform to the instructions provided in the City's annual budget instructions. All unexpended funds from any source which were available for expenditures during the previous fiscal year shall be included as a part of the annual budget submission for information purposes only.

3.26 Accounting. TCCC will implement an accounting system which will comply with generally accepted accounting principles and with the provisions of the AICPA audit guide for non-profit corporations. TCCC will establish and

maintain separate, identifiable accountings for (a) all funds provided by the City, (b) all funds provided by Cox, (c) all trust accounts, and (d) all other funds generated by the TCCC.

3.27 Access to Financial Records. TCCC agrees that the City Finance Department may perform a reasonable system evaluation of the accounting and internal controls established by TCCC upon 24 hours notice. The City, Cox or their agents may inspect the books of TCCC upon five business days written notice, at such times that the City or Cox deem appropriate during normal business hours.

3.28 Annual Audit. TCCC will have, at its own expense, an annual audit which shall be made public. The accountant's report compliance and management letter of internal control shall be submitted to the City's Director of Finance and to Cox 90 days after the end of TCCC's fiscal year. TCCC shall make books and records available for review and audit by the City and Cox.

3.29 Reports. On or before March 31 of each year, TCCC will submit a written report to the City and to Cox in a form approved by the City, including, but not limited to, the following information regarding the previous year's activities with respect to public access:

- (a) A summary of activities in the development of public access programming.
- (b) A summary of all user complaints or comments.
- (c) A full schedule of all rates or fees charged for public access related activities.

The City may require from TCCC such additional reports as it deems necessary.

3.30 Regulations. In performing its obligations under this Agreement, TCCC will comply with all applicable federal, state and local laws, rules, regulations, and policies and, without limiting the generality of the foregoing, TCCC will abide by all regulations adopted by the City under section 4.3 of this Agreement.

3.31 Interim Facilities. Within 30 days after Mayor and Council approval of this Agreement, TCCC will rent or otherwise obtain interim facilities sufficient to accommodate all TCCC activities until completion of the permanent facilities to be provided by Cox under paragraph 2.5. Cox will at its own expense move to and install in the interim facilities the equipment designated under paragraph 2.6, at which time that equipment will become dedicated public access equipment under paragraph 2.6. TCCC is responsible for paying for its own interim facilities other than those provided under paragraph 2.12(3), and for moving any equipment from the interim facilities to the permanent studio facilities; provided, however, that any equipment which remains at the downtown studio or at the Grant Road facilities for use by TCCC under paragraph 2.12 (3) shall be moved to the permanent facilities by Cox.

## ARTICLE FOUR

### ROLE AND OBLIGATIONS OF THE CITY

4.1 Promotion of Public Access. The City will exercise its powers under State law, its Charter and the Tucson Code as necessary to cooperate with and assist TCCC and Cox in pursuit of the purposes, goals and objectives of this Agreement.

4.2 Funding. The City may provide funding to TCCC in an amount to be determined by the City through its annual budget and appropriation process. Nothing in this Agreement obligates the City to provide funding to the TCCC at any specified level, or at a level sufficient to employ any specific number of persons or to provide any specific services or level of services. The determination of what (if any) funding to provide is entirely the decision of the City. Disbursements of funds from the City are subject to an annual appropriation by the Mayor and Council. The City's funding commitment under the Agreement is the amount appropriated annually.

4.3 Regulatory Authority. The City has continuing regulatory authority over the public access activities of TCCC to the same extent as the regulatory authority the City has over Cox under the Tucson City Code and the license. The City may promulgate regulations governing public access activities (including but not limited to levels of service, use of equipment and facilities, training programs, outreach activities, and operating procedures of TCCC); provided,

however, that the City will not directly or indirectly control the content of any public access programming.

4.4 Additional Licenses. In the event the City grants additional cable communication system licenses pursuant to Chapter 7A of the Tucson Code, such licenses will require each new licensee to do the following:

A. Beginning on the first day of the month after issuance of the new license, pay a proportional share of the operating, incentive, matching and grant funds provided under paragraph 2.1, 2.2, 2.3, and 2.4.

B. Pay a proportional share of the construction funds and equipment provided under paragraphs 2.5 and 2.6. As to such funds expended before issuance of the new license, the new licensee shall make reimbursement for its proportional share within 60 days after issuance of the new license. As to such funds expended after issuance of the new license, the new licensee shall make reimbursement within 10 business days after notice from Cox of the expenditure.

In the event that changes in state or federal law prohibit the City from imposing such a condition in new licenses, this paragraph 4.4 shall not apply to such licenses.

## ARTICLE FIVE

### CONFLICT RESOLUTION

5.1 Identification of Disputes. Any disagreement or conflict concerning the rights, duties or performance of any party under this Agreement may be identified by TCCC, Cox or the City. It shall be the responsibility of the parties to such a dispute to attempt to resolve any disagreements through normal lines of communication.

5.2 Mayor and Council Determination. In the event that the City Manager or his designee directs TCCC to perform acts which TCCC feels are beyond the public access obligations as set forth in the License agreement (including the amendment contemporaneous with this Agreement, and any future amendments), TCCC may directly petition the Mayor and Council for resolution of the issue.

5.3 Violations. If TCCC fails to comply with any provision of this Agreement, any regulation promulgated by the City, or any lawful direction of the City Manager or his designee, it is subject to penalties as follows:

- (A) For failure to timely file required plans, data or reports pursuant to this Agreement, the City Code, or the License Agreement (as amended) -- \$50.00 per day.
- (B) For failure to comply with reasonable orders of the City -- \$50.00 per day.
- (C) For failure to commence operations pursuant to this Agreement, the City Code, or the License Agreement (as amended) -- \$350.00 per day.

(D) For failure to provide the services set forth for TCCC in this Agreement, the City Code, or the License Agreement (as amended) -- \$350.00 per day.

Repeated failure to comply with the regulations promulgated by the City, or failure to provide the services provided for under this agreement, shall be cause for termination of this agreement. If after TCCC receives a written demand from the City Manager or his designee, full compliance is not achieved within 30 days following such demand this agreement shall be deemed terminated.

5.4 Other Remedies. Nothing in the foregoing paragraphs limits the right of any party to seek appropriate relief in a court of law, including but not limited to declaratory judgment, injunction, and specific performance of this Agreement.

5.5 Alternative Procedures. The parties may, by mutual consent, avail themselves of any other extra-judicial means for resolving particular disputes which may arise from time to time under this Agreement.

## ARTICLE SIX

### DURATION OF THE AGREEMENT

6.1 Term. The term of this Agreement shall be for the balance of Cox's license, until December 7, 1996.

6.2 Review of Agreement. The parties agree to review this Agreement and to consider possible changes after one

(1) year and thereafter every two (2) years if requested by any two parties.

This review procedure shall be as follows:

(A) A public access advisory committee shall be designated. This committee shall consist of:

- (1) The City Manager or his/her designee;
- (2) The Cable Administrator or other designee of the City Manager;
- (3) Cox's General Manager;
- (4) Cox's Director of Programming Services;
- (5) TCCC's executive director; and
- (6) TCCC's board chairman.

(B) The committee shall review the provisions of this Agreement and make recommendations, if any, to Cox, TCCC and the Mayor and Council.

(C) The committee shall evaluate whether this Agreement has provided an effective basis for an optimal public access system. In making this determination, the

committee shall consider all relevant factors including, but not limited to, the following:

- (1) Review of user evaluations;
- (2) Equipment availability, maintenance and repair;
- (3) User training;
- (4) Community outreach;
- (5) Channel scheduling and availability;

- (6) Facilities scheduling and availability;
- (7) Implementation of rules and regulations promulgated by the corporation;
- (8) Compliance with all obligations of this Agreement.

(9) Comments from residents, subscribers and users and representatives of community organizations submitted in a manner to be determined by the committee.

(D) Within 60 days after it is appointed, the committee shall present its findings and make recommendations as to whether the Agreement should be modified.

(E) Within 30 days after the committee presents its report, the Mayor and Council shall hold a public hearing on the committee's recommendations.

(F) Within 30 days after the public hearing, representatives of Cox, TCCC and the City shall meet to determine whether they wish to modify this Agreement pursuant to any of the Committee's recommendations.

Nothing in this paragraph 6.2 shall be construed as obligating any party to accept or agree to any proposed or recommended modification of this Agreement, and nothing in this paragraph 6.2 shall be construed as limiting the rights or power of the parties to amend this Agreement at any other time.

6.3 Other Rights and Remedies. Except as otherwise provided herein termination under this Agreement shall not prejudice any other right or remedy of any party. Termina-

tion of this Agreement shall not affect the amendment to the license agreement contained herein.

6.4 Succession to TCCC. Upon termination of this Agreement under circumstances other than those set forth in paragraph 2.11, or upon termination of TCCC's corporate existence, the City shall succeed to all of the property, functions, rights and responsibilities of TCCC under this Agreement. The City may appoint another person or entity to succeed to TCCC's property, functions, rights, or responsibilities.

6.5 Termination. In addition to any grounds or mechanism that may exist for cancellation, rescission, avoidance or otherwise terminating this agreement, at any time after one year from the date of approval by the Mayor and Council it may be terminated by any two of the parties hereto. Such termination will not affect the rights or liabilities of Cox or the City under the License Agreement.

## ARTICLE SEVEN

### MISCELLANEOUS

7.1 Cooperation. Each party to this Agreement shall fully cooperate with the other parties in carrying out the terms of this Agreement.

7.2 Notices. Any notice required to be given or served upon any party in connection with this Agreement shall be in writing and shall be deemed to have been given and received (a) three business days after a registered or

certified letter containing the notice, properly addressed, with postage prepaid, is deposited in the United States mail; or (b) if made in any other manner, upon actual delivery to and receipt by the party to whom it is addressed. Notice shall be given to the parties at the following addresses:

CITY:                   Office of the City Manager  
                          City of Tucson  
                          250 West Alameda, 10th Floor  
                          Tucson, Arizona 85701  
                         Attention: Joel Valdez

Copy to: Office of the City Attorney  
                         City of Tucson  
                         250 West Alameda, 7th Floor  
                         Tucson, Arizona 85701

COX:                   Cox Cable Tucson, Inc.  
                         2 South Stone Avenue  
                         Tucson, Arizona 85701  
                         Attention: Wayne Knighton

Copy to: S. L. Schorr, Esq.  
                         155 West Council Street  
                         P.O. Box 191  
                         Tucson, Arizona 85702

TCCC:                   Tucson Community Cable Corporation  
                         Janet K. Lesher, Statutory Agent  
                         250 West Alameda Street  
                         Tucson, Arizona 85701  
                         Attention: Executive Director

Copy to: Barbara E. Fisher, Esq.  
                         177 North Church Avenue, Suite 1000  
                         Tucson, Arizona 85701

7.3 License Amendments: Nothing in this Agreement shall be construed (a) to limit the power of the City and Cox to amend the license agreement, in which case this Agreement will be deemed to be modified accordingly, or (b)

to give any person a right of action arising directly or indirectly from the exercise of that power; provided, however, that before any such amendment becomes effective, the City shall notify TCCC of the proposed amendment and shall give TCCC the opportunity to comment upon the proposed amendment.

7.4 Approval. Whenever this Agreement provides that an action by a party is subject to the approval of any other party, such approval shall be stated in writing and shall not be unreasonably withheld.

7.5 Interpretation. This Agreement has been arrived at by negotiation and shall not be construed against any party. In case of any conflict between the terms of this Agreement and the terms of the license agreement (as amended contemporaneously with this agreement, or as it may hereafter be amended), the license agreement shall be controlling.

7.6 Binding On Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, heirs, executors and assigns. TCCC may not assign its rights and obligations under this Agreement without the prior written approval of the City and Cox.

7.7 Governing Law. This Agreement shall be interpreted in accordance with Arizona law.

7.8 Designation. By execution of this Agreement, the City hereby exercises its right to designate TCCC to supervise the use of the public community service channels pursuant to Article II, Section 8 of the License Agreement.

## Cox's Local Organization Activities

Local organization facilities are presently located at Cox's Green Road operations center. They include large studio, small studio, master control room, and editing bays. Cox has budgeted \$1,055,000 for local organization facilities and equipment.

Cox will reserve at least 3 channels on its system for local organization (including leased access channels).

Cox and TCCC will consult to coordinate TCCC's basic access outreach and promotion with Cox's local organization activities.

## Internships

Cox's Local Organization operating budget includes \$11,000 a year to place a minimum of 10 interns from Pitt Community College, the University of Arizona, and local high schools. This internship program will interface with existing work/study programs and provide realistic work experience for the interns.

Salaries will be set at \$4.50 per hour initially, and adjusted quarterly over time. Each intern may be used in a variety of job activities, with areas of concentration in production, business administration, electronic/telecom, technical/training, and General Office majors. Basic and advanced workshops which will be taught

at the Telecommunications Center will also be available to student interns.

Cox will establish several other internship/training programs:

-- Explorer Scout Post. Cox has agreed to sponsor an Explorer Scout Post in television production for boys and girls 14-21. Approximately 15 youths will meet twice a month to cover basic and advanced courses in cable television production, with the cablecasting of a self-produced video project as a final goal.

-- Arizona State School for the Deaf and Blind Program. Cox will assist in training a studio technician/director in production and programming for the Arizona State School for the Deaf and Blind. Should the School decide to hire a hearing impaired staff person to coordinate production, Cox will assist in a cooperative 2½ month training program. The first two weeks will be spent at the Tucson Telecommunications Center with a Cox professional in attendance. Cox will allocate a full-time production staff member to this two-week course and will cover the cost of an interpreter. For the remaining two months of the training period, the School for the Deaf and Blind employee will work independently, while Cox personnel will be available on a project-by-project basis as needed.

-- Tucson Junior Achievement. Cox will become a Junior Achievement Corporate sponsor and will provide technical assistance, equipment, studio time, and channel

well as software development expenses such as tape costs, lights, talent fees, professional consultation and more. All grants will identify Cox Cable Tucson as the source of funds.

#### Nuevos Horizontes Bi-Lingual Educational Fund

In addition to the regular grant program, Cox will provide a special two-year grant program to develop bilingual Spanish-English educational programs.

These grants — \$60,000 in 1984 and \$60,000 in 1985 — will be allocated by TCCC in cooperation with Cox's Minority Advisory Board. Grant recipients will furnish their own videotape, and will be eligible for production assistance under the public access program operated by TCCC on the same basis and to the same extent as any other public access user.

All bilingual programs produced under these grants will become the property of TCCC, which will maintain a library of such programs for replay on the public access channels and for use by the schools and other community organizations.

#### Awards

Once a year, the TCCC in conjunction with Cox Cable of Tucson and the various community service channel consortia, will present Awards for Cablecasting Excellence to spotlight achievement in community service programming. All programming submitted by an originating group or individual must be exhibited on one of the public access channels during the calendar year. Criteria for the awards and judging of



EXHIBIT 2

Cox Cable  
Tucson

January 4, 1984

Mr. Clayton Hamilton, Chairman  
Tucson Community Cable Corp.  
2424 East Broadway, Suite 106  
Tucson, Arizona 85719

RE: Master Operating Agreement

Dear Clayton:

This will clarify the issue of "upstream" or "return" capability for the Tucson Community Cable Corporation's public access program under the Master Operating Agreement.

Cox Cable Tucson will provide return capabilities at the following locations:

East Side

1. Sahuarita High School
2. Santa Rita High School
3. Tucson Medical Center
4. Wilmet Library
5. East Side City Hall
6. Pima Community College East Campus

South Side

1. Veterans Administration Hospital
2. South Side City Hall
3. South Tucson City Hall
4. Fire Academy
5. El Pueblo Neighborhood Center

West Side

1. Pima Community College West Campus
2. Arizona School for the Deaf and Blind
3. West Side Council Office
4. A Mountain Neighborhood Center
5. Cholla High School
6. El Rio Neighborhood Center
7. Pasqua Neighborhood Center

~~CONFIDENTIAL~~

Mr. Clayton Hamilton  
January 4, 1984  
Page 2

Cables

1. University of Arizona Main Campus
2. University of Arizona Medical Center
3. Tucson High School
4. Tucson Community Center
5. Northwest Neighborhood Center
6. Pima Community College Downtown Campus

The return capability will enable TCCC to produce live remote programming from any of these sites, making use of the two remote production vans being provided by Cox.

It is understood that these return capabilities will be used only by the TCCC for non-commercial public access programming activities.

Very truly yours,  
COX CABLE TUCSON, INC.

Tom Hildebrand

ADOPTED BY THE  
MAYOR AND COUNCIL

RESOLUTION NO. 10-559

RELATING TO CABLE COMMUNICATIONS; APPROVING AMENDMENTS TO  
THE SERVICE AGREEMENT BETWEEN THE CITY OF TUCSON AND  
COX CABLE OF TUCSON, INC., REGARDING PUBLIC ACCESS.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF

TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. THAT THE AMENDMENTS TO THE SERVICE AGREEMENT  
BETWEEN THE CITY OF TUCSON AND COX CABLE OF TUCSON, INC.,  
FOR THE PROVISION OF CERTAIN CABLE SERVICES, ATTACHED HERETO  
AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE, BE AND  
HEREBY IS APPROVED.

SECTION 2. THAT UPON APPROVAL OF THE CITY  
COUNCIL AS TO THE FORM OF THE AMENDMENTS, AND UPON THE EXECU-  
TION OF THE AMENDMENTS BY COX CABLE OF TUCSON, INC., THE MAYOR  
OF THE CITY OF TUCSON SHALL BE AND HEREBY IS AUTHORIZED TO  
EXECUTE THE AMENDMENTS AND THE CITY CLERK SHALL BE AND HEREBY  
IS AUTHORIZED TO COUNTERSIGN THE AMENDMENTS.

SECTION 3. THE VARIOUS CITY OFFICERS AND EMPLOYEES ARE  
AUTHORIZED AND DIRECTED TO PERFORM ALL ACTS NECESSARY OR CON-  
VENIENT TO GIVE EFFECT TO THIS ORDINANCE.

SECTION 4. WHEREAS, IT IS NECESSARY FOR THE PRESERVATION  
OF THE PEACE, HEALTH AND SAFETY OF THE CITY OF TUCSON, THAT  
THIS RESOLUTION BECOME IMMEDIATELY EFFECTIVE, AN EMERGENCY IS  
HEREBY DECLARED TO EXIST, AND THIS RESOLUTION SHALL BE EFFECT-  
IVE IMMEDIATELY UPON ITS PASSAGE AND ADOPTION.

PASSED, APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL  
OF THE CITY OF TUCSON, ARIZONA,

MAYOR

ATTTEST:

CITY CLERK

APPROVED AND FORWARDED

RECORDED BY:

ATTORNEY

ED/MS

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THIS AMENDMENT AGREED AND ENTERED INTO THIS — DAY OF  
1946, BY THE STATE OF CALIFORNIA, IN THE CITY OF SACRAMENTO,  
THE STATE OF CALIFORNIA, AS FOLLOWS:

general public to have similar access controlled and governed by a responsible segment corporation; and  
thereas, in order to achieve the objective of public accessibility to  
seaports the function of public access to such ports should be  
separated from the function of public port administration;

IS PROVIDED IN THE INDIA AGREEMENT.  
HIS THEREFORE, IS CONSIDERED AS THE MUTUAL CONSENT  
AND CONCURRENCE OF THE GOVERNMENT, STATE AND GOVT OF JAPAN  
TO MAKE THE INDIA AGREEMENT SUBJECT TO RESERVATION.

SECTION 1. FORM & OF THE PROPOSAL AS AGREEMENT TO  
PARTICIPATE IN, OR OF THE LICENSE AGREEMENT TO LICENSE AND DISTRIBUTE  
MARKS OR TRADE SECRETS AS SET FORTH IN SECTION 2. ATTACHED HERETO  
ARE INCORPORATED BY THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED  
THIS DOCUMENT AT BOSTON, MASS., ON THE DAY, MONTH AND YEAR STATED

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COMPARISON

Cox Proposal (15 Years)

MCA (13 Years)

Local Origination:

Capital costs	\$ 644,000	\$ 1,055,000
Operating costs	\$ 2,221,000	\$ 7,481,000
	<u>\$ 2,865,000</u>	<u>\$ 8,536,000</u>

Public Access:

Capital costs	\$ 5,799,600	\$ 1,535,000
Operating costs	<u>\$23,143,000</u>	<u>\$12,589,170</u>
	<u>\$28,942,600</u>	<u>\$14,124,170*</u>

Total Access and

Local Origination:

	\$31,807,600	\$22,660,170
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\*Attachment provides a breakdown of this figure

COMMITMENT TO PUBLIC ACCESS - MOA

**Capital Costs:**

Equipment	\$ 600,000
Facilities	\$ 600,000
Land Acquisition	\$ 150,000 (est.)
Decentralized Access Equipment	\$ 135,000
	<hr/>
	\$ 1,535,000

**Operating Costs:**

Grants	\$ 2,829,000
Marketing Funds	\$ 1,772,210
(\$100,000 yr. 1 / 3% annual increase)	
Incentive Funds	\$ 1,772,210
(\$100,000 yr. 1 / 3% annual increase)	
Operating Funds	\$ 1,766,217,550
(\$350,000 yr. 1 / 3% annual increase)	
	<hr/>
TOTAL:	\$14,224,770

entrants will be the ultimate responsibility of the TCCC, while Cox Cable of Tucson will contract with local artists each year for creation of the actual awards. Cox and TCCC will also host an awards banquet for finalists and winners, and cablecast the award presentation ceremony on a community service channel or channels designated by TCCC. Reasonable admission may be charged for the banquet.

ARTISTS TO BE HONORED

Artists to be honored will be determined by the TCCC Board of Directors based on recommendations from the TCCC Art Committee and the TCCC Board of Directors.

AGREEMENT

The parties of this agreement hereby agree to abide by the following:

1. Teleprompter of Dubuque will open their Channel 10 facility to the organized community access efforts of Dubuque Community Access Television, Inc.
2. Teleprompter will provide the following:
  - A. The use of the existing local origination equipment consisting chiefly, but by no means totally, of three color cameras, two portapacks, and the various video tape recording and transmitting equipment and switching equipment. (see addendum) All equipment will be functioning properly on October 1, 1977 or a schedule for repairs will be set to be completed by October 31, 1977, with the exception of the RCA film carton which shall be repaired by December 1, 1977 per agreement.
  - B. The use of existing studio and furnishings with no charge for rent, lights, heating or cooling.
  - C. Teleprompter will continue to cover the facility under their existing general liability, broadcast liability, fire and theft insurance policy. Teleprompter will also continue to carry and pay for insurance on all local origination equipment.
  - D. Teleprompter will guarantee to air the local origination programming shown below:

PTL Club	9-11 PM	Mon-Sun
City Council	7:30 PM	Every other Mon.
Rosary	5:45-6:00 PM	Mon-Fri
Sports Net	3:30 PM	Wednesday

Dubuque Community Access Television, Inc. will have exclusive rights to all other air time; however, if DCAT so agrees, IPT may use any open time for additional programming.
  - E. Continue to provide existing phone service under the number 556-1194, with 3 extension telephones as presently exist at the facility.
  - F. Teleprompter will continue to air the M. S. I. when local origination and access programming are not being aired.
  - G. Teleprompter will continue to maintain equipment used for local origination and access programming.
3. For the above, Dubuque Community Access Television, Inc. will:
  - A. Carry out an organized outreach effort to inform and involve the public in community access television.

continued